

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON, OHIO**

INDIA BROWN,	:	
Plaintiff,	:	
v.	:	Case No. 3:16-v-00507
HAYA, LLC, et al.	:	JUDGE ROSE
Defendants.	:	JURY DEMAND ENDORSED HEREON

Now come the Parties, by and through their respective counsel, and hereby move this Court for approval of the settlement of Plaintiff's claims brought pursuant to the Fair Labor Standards Act pursuant to 29 U.S.C. §216(b) and related Ohio laws. A memorandum in support of this Motion as well as the Parties' fully executed Settlement Agreement is attached hereto.

Respectfully submitted,

/s/ Andrew Kimble
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MEMORANDUM IN SUPPORT

This is a wage and hour case under the Fair Labor Standards Act and related Ohio laws. Plaintiff brought the action against her former employer, the owner of the company, and the former owner of the company. The Parties worked together to reach a settlement resolving all of Plaintiff's claims without any admissions to be imputed to the Defendants. See Exhibit A, Settlement Agreement. The Parties submit that the settlement is fair to all Parties and satisfies all requirements under the applicable laws. Accordingly, the Parties ask the Court to approve the settlement.

1. Background of the Case

On December 16, 2016, Plaintiff India Brown brought her Complaint against Defendants Haya, LLC, Ismail Abuhanieh and Mahmoud Rifai alleging that she had not timely been paid overtime pay to which she was due during her employ with Haya, LLC. She also claimed that Haya, LLC failed to keep and maintain proper wage and hour records. After the Complaint was filed, Defendant Haya, LLC paid Plaintiff all overtime wages that she claimed was due to her, and also paid the penalty imposed by the Ohio law for untimely payment of wages, but did not pay her liquidated damages under the Fair Labor Standards Act, or her reasonable attorneys' fees. The Parties diverged in their positions as to whether Defendants' failure to timely pay overtime wages had been willful.

Plaintiff filed a Motion for Judgment on the Pleadings which was denied. Thereafter, the Parties attempted mediation with Magistrate Judge Ovington. Though mediation was unsuccessful, the issues before the Court were thoroughly discussed, which ultimately aided the Parties in settlement discussions. Plaintiff filed a Motion for Summary Judgment that was disputed by Defendants. The Court had not ruled on the Motion for Summary Judgment by the time the Parties achieved settlement.

2. Argument

When a current or former employee alleges a violation of the FLSA, either the Secretary of Labor must oversee the payment of unpaid wages, or if the employee brings a private action and the parties settle the matter, a district court may enter a stipulated judgment after evaluating the parties' settlement terms for fairness. *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352-1353 (11th Cir. 1982); see also *Vigna v. Emery Federal Credit Union*, No. 1:15-cv-51, 2016 WL 7034237, at *2 (S.D. Ohio 2016); *Gentrup v. Renovo Serv., LLC*, No. 1:07-cv-430, 2011 WL 2532922, at *2 (S.D. Ohio 2011).

The Parties reached a settlement with respect to all Plaintiff's claims, contingent upon this Court's approval. To assist the Court in its evaluation of the fairness of this settlement, the parties provide the following explanation which gave rise to the settlement:

The terms in the proposed Settlement Agreement are fair. A genuine good faith dispute existed over whether Plaintiff had actually worked the hours underlying her claim and whether Defendants had acted in good faith when it failed to pay the required overtime wages. In total, Plaintiff has received the full amount of unpaid wages she claims she was owed (\$5,842.13), plus \$2,090.63 in liquidated damages under Ohio and federal law. Plaintiff's counsel has also received their attorneys' fees, which is a reasonable amount given the substantial work that was required to obtain this settlement, the substantial disagreement between the parties, and the successful outcome achieved. This compromise takes into consideration the perceived likelihood of success each party estimated if this matter were to proceed through trial, and the time and monetary costs of proceeding.

3. Conclusion

All Parties submit that the proposed settlement is fair, and they respectfully request that the Court enter an Order approving the settlement of Plaintiff's claims under the FLSA and dismissing the lawsuit with prejudice to the Plaintiff.

Respectfully submitted,

/s/ Andrew Kimble

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Counsel for Defendants
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Ismail Abuhanieh
Mahmoud Rifai

CERTIFICATE OF SERVICE

I hereby certify that on Tuesday, July 10, 2018, a copy of the foregoing Joint Motion for Approval of Settlement was filed electronically. Notice of this filing will be sent to all registered parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ Maryellen Reash

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